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June 12, 1996

EX PARTE

William F. Caton
Acting Secretary
Federal Communications Commission
Mail Stop 1170
1919 M Street, N.W., Room 222
Washington, D.C. 20554

Dear Mr. Caton:

Re: *CC Docket No. 95-185*

Today copies of the attached Pacific Bell interconnection agreements with MFS and Teleport, as well as the California Public Utilities Commission Resolution approving the MFS/Pacific Bell interconnection agreement, were delivered to the Commission's Wireless Telecommunications Bureau staff. These materials were provided at the request of Dan Grosh.

We are submitting two copies of this notice in accordance with Section 1.1206(a)(1) of the Commission's rules.

Please stamp and return the provided copy to confirm your receipt. Please contact me should you have any questions.

Sincerely,

Attachments

cc: D. Grosh

No. of Copies rec'd 0+1

CO-CARRIER AGREEMENT

NOVEMBER 17, 1995

Pursuant to this Co-Carrier Agreement ("Agreement"), MFS Intelenet of California, Inc. ("MFS") and Pacific Bell ("Pacific") (collectively, "the Parties") will extend certain arrangements to one another within each LATA in which they both operate within the State of California, as described and according to the terms, conditions and pricing specified hereunder. This Agreement is an integrated package that reflects a balancing of interests critical to the Parties. It will be submitted to the California Public Utilities Commission as a compliance filing, and the Parties will specifically request that the Commission refrain from taking any action to change, suspend or otherwise delay implementation of the Agreement. So long as the Agreement remains in effect, the Parties shall not advocate before any legislative, regulatory, or other public forum that any terms of this specific Agreement be modified or eliminated. Notwithstanding this mutual commitment, however, the Parties enter into this Agreement without prejudice to any positions they have taken previously, or may take in the future in any legislative, regulatory, or other public forum addressing any matters, including matters related to the types of arrangements prescribed by this Agreement.

I. RECITALS & PRINCIPLES

WHEREAS, universal connectivity between competing common carriers is necessary for the termination of traffic on each carrier's network; and

WHEREAS, absent such connectivity the utility of communications services to individual consumers and to society as a whole would be severely and unnecessarily diminished; and

WHEREAS, the Parties should be able to efficiently, flexibly, and robustly exchange traffic and signalling at well-defined and standardized points of mutually agreed interconnection; and

WHEREAS, the Parties acknowledge that the terms and conditions herein represent a balancing of interests critical to the parties, and for that reason will, unless otherwise agreed, implement this Agreement as an integrated package without alteration of any material term or condition, or the inclusion or deletion of terms and conditions that would serve to alter a material term or condition herein;

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, MFS and Pacific hereby covenant and agree as follows:

II. DEFINITIONS

A. "Automatic Number Identification" or "ANI" is a Feature Group D signalling parameter which refers to the number transmitted through the network identifying the billing number of the calling party.

B. "Calling Party Number" or "CPN" is a Common Channel Signalling parameter which refers to the number transmitted through the network identifying the calling party.

C. "Central Office Switch", "Central Office" or "CO" means a switching entity within the public switched telecommunications network, including but not limited to:

"End Office Switches" which are Class 5 switches from which end user Exchange Services are directly connected and offered.

"Tandem Office Switches" which are Class 4 switches which are used to connect and switch trunk circuits between and among Central Office Switches.

Central Office Switches may be employed as combination End Office/Tandem Office switches (combination Class 5/Class 4).

D. "CLASS Features" mean certain CCS-based features available to end users. CLASS features include, but are not necessarily limited to: Automatic Call Back; Call Trace; Caller ID and Related Blocking Features; Distinctive Ringing/Call Waiting; Selective Call Forward; Selective Call Rejection.

E. "Commission" means the California Public Utilities Commission.

F. "Common Channel Signalling" or "CCS" means a method of digitally transmitting call set-up and network control data over a special network fully separate from the public switched network elements that carry the actual call.

G. "Cross Connection" means an intra-wire center channel connecting the Parties' separate pieces of telecommunications equipment.

H. "Directory Number Call Forwarding" or "DNCF" means an interim form of Service Provider Number Portability ("SPNP") which is provided through existing and available call routing and call forwarding capabilities. DNCF will forward calls dialed to an original telephone number to a new telephone number on a multi-path basis. DNCF is not limited to listed directory numbers.

I. "DS-1" is a digital signal rate of 1.544 Mbps (Mega Bits Per Second).

J. "DS-3" is a digital signal rate of 44.736 Mbps.

K. "Electronic File Transfer" refers to any system/process which utilizes an electronic format and protocol to send/receive data files.

L. "Exchange Message Record" or "EMR" is the standard used for exchange of telecommunications message information among Local Exchange Carriers for billable, non-billable, sample, settlement and study data. EMR format is contained in BR-010-200-010 CRIS Exchange Message Record, a Bellcore document which defines industry standards for exchange message records.

M. "Exchange Service" means a service offered to end users which provides the end user with a telephonic connection to, and a unique local telephone number address on, the public switched telecommunications network, and which enables such end user to generally place calls to, or

receive calls from, other stations on the public switched telecommunications network. Exchange Service includes basic residence and business line service, PBX trunk line service, pay phone line service, Centrex line service and ISDN line services. Exchange Service does not include Private Line, Toll, Switched and Special Access services.

N. "Expanded Interconnection Service" or "EIS" is the physical collocation arrangement which Pacific provides in its designated Pacific wire centers, and shall have the same meaning as set forth in Pacific's CPUC Tariff 175-T, Sec. 16 (Advice Letter No. 17501). Under this Agreement, EIS services shall be governed by this state contract and services shall be purchased under state EIS tariffs.

O. "Expanded Interconnection Service-Cross Connection" or "EISCC" is Pacific's cross connection service it provides in conjunction with EIS, and shall have the same meaning as set forth in Pacific's CPUC Tariff 175-T, Sec. 16 (Advice Letter No. 17501). Under this Agreement, EISCC services shall be governed by this state contract and services shall be purchased under state EIS tariffs.

P. "Interconnection" means the connection of separate pieces of equipment, transmission facilities, etc., within, between or among networks. The architecture of interconnection may include several methods including, but not limited to, collocation arrangements.

Q. "Interexchange Carrier" or "IXC" means a provider of stand-alone interexchange telecommunications services.

R. "ISDN" means Integrated Services Digital Network, which is a switched network service providing end-to-end digital connectivity for the simultaneous transmission of voice and data. Basic Rate Interface-ISDN (BRI-ISDN) provides for digital transmission of two 64 Kbps bearer channels and one 16 Kbps data channel (2B + D).

S. "Link" means a service whereby Pacific will provide transport between the Minimum Point of Entry (MPOE) at an end user premise and the Pacific wire center from which the transport is extended. The Link is connected within Pacific's wire center by an EISCC to an EIS, solely to provide an authorized Exchange Service to the end user. Links are technology neutral and the Link purchaser is not permitted to specify any technology type so long as Links meet the specifications set forth herein. The following types of Links will be provided:

"Basic Link": A Basic Link provides a two wire circuit or equivalent voice frequency channel for the transmission of analog signals with an approximate bandwidth of 300 to 3000 Hz (POTS grade). Basic Links have an expected measured loss of approximately -8 dB. Within the 300 to 3000 Hz. range, Basic Links will support repeat loop start, loop reverse battery, or ground start seizure and disconnect in one direction (toward the end office switch), and repeat ringing in the other direction (toward the end user).

"ISDN Link": An ISDN Link provides a 2-wire ISDN digital grade connection that will support digital transmission of two 64 Kbps clear channels and one 16 Kbps data channel (2B+D), suitable for provision of BRI-ISDN service. ISDN Links will have the electrical

attributes such that BRI-ISDN could be provided with the ISDN Link if it were used in conjunction with Pacific's network and switches in cases which require no special electronics for loop extension (typically beyond 12000 feet). MFS may design its own methods for loop extension and will implement those at its own cost or may purchase from Pacific any methods used by Pacific which do not require Pacific's switch functionality.

T. "Local Exchange Carrier" or "LEC" and "Competitive Local Carrier" or "CLC" shall have the meanings as set forth in the Commission's Rules for Local Competition, D. 95-07-054, App. A Sections 3.A and B, respectively.

U. "Meet-Point Billing" or "MPB" refers to an arrangement whereby two LECs (including a LEC and a CLC) jointly provide the transport element of a switched access service to one of the LEC's (or CLC's) end office switches, with each LEC (or CLC) receiving an appropriate share of the transport element revenues as defined by their effective access tariffs.

V. "MECAB" refers to the Multiple Exchange Carrier Access Billing (MECAB) document prepared by the Billing Committee of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECAB document, published by Bellcore as Special Report SR-BDS-000983, contains the recommended guidelines for the billing of an access service provided by two or more LECS (including a LEC and a CLC), or by one LEC in two or more states within a single LATA.

W. "MECOD" refers to the Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, a document developed by the Ordering/Provisioning Committee under the auspices of the Ordering and Billing Forum (OBF), which functions under the auspices of the Carrier Liaison Committee (CLC) of the Alliance for Telecommunications Industry Solutions (ATIS). The MECOD document, published by Bellcore as Special Report SR STS-002643, establishes methods for processing orders for access service which is to be provided by two or more LECs (including a LEC and a CLC).

X. "Multiple Bill/Multiple Tariff method" means the meet-point billing method where each LEC (or CLC) prepares and renders its own meet point bill to the IXC in accordance with its own tariff for that portion of the jointly-provided Switched Access Service which the LEC (or CLC) provides. The industry's MECAB documents refer to this method as "Multiple Bill/Single Tariff".

Y. "NANP" means the "North American Numbering Plan", the system of telephone numbering employed in the United States, Canada, and certain Caribbean countries.

Z. "Numbering Plan Area" or "NPA" is also sometimes referred to as an area code. This is the three digit indicator which is defined by the "A", "B", and "C" digits of each 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NPA contains 800 possible NXX Codes. There are two general categories of NPA, "Geographic NPAs" and "Non-Geographic NPAs". A "Geographic NPA" is associated with a defined

geographic area, and all telephone numbers bearing such NPA are associated with services provided within that Geographic area. A "Non-Geographic NPA", also known as a "Service Access Code" (SAC Code) is typically associated with a specialized telecommunications service which may be provided across multiple geographic NPA areas; 500, 800, 900, 700, and 888 are examples of Non-Geographic NPAs.

AA. "NXX", "NXX Code", "Central Office Code" or "CO Code" is the three digit switch entity indicator which is defined by the "D", "E", and "F" digits of a 10-digit telephone number within the North American Numbering Plan ("NANP"). Each NXX Code contains 10,000 station numbers. Historically, entire NXX code blocks have been assigned to specific individual local exchange end office switches.

BB. "Permanent Number Portability" means an industry (including Pacific and MFS)-agreed to, government-mandated, or Commission-approved long term solution to provide Service Provider Number Portability to customers who wish to retain their existing telephone numbers when changing carriers.

CC. "Rate Center" means the specific geographic point and corresponding geographic area which are associated with one or more particular NPA-NXX codes which have been assigned to a LEC (or CLC) for its provision of Exchange Services. The "rate center point" is the finite geographic point identified by a specific V&H coordinate, which is used to measure distance-sensitive end user traffic to/from the particular NPA-NXX designations associated with the specific Rate Center. The "rate center area" is the exclusive geographic area identified as the area within which

the LEC (or CLC) will provide Exchange Services bearing the particular NPA-NXX designations associated with the specific Rate Center. The Rate Center point must be located within the Rate Center area.

DD. "Routing Point" means a location which a LEC or CLC has designated on its own network as the homing (routing) point for traffic inbound to Exchange Services provided by the LEC or CLC which bear a certain NPA-NXX designation. The Routing Point is employed to calculate mileage measurements for the distance-sensitive transport element charges of Switched Access Services. Pursuant to Bellcore Practice BR 795-100-100, the Routing Point may be an "End Office" location, or a "LEC Consortium Point of Interconnection". Pursuant to that same Bellcore Practice, examples of the latter shall be designated by a common language location identifier (CLLI) code with (x)KD in positions 9, 10, 11, where (x) may be any alphanumeric A-Z or 0-9. The above referenced Bellcore document refers to the Routing Point as the Rating Point. The Rating Point/Routing Point need not be the same as the Rate Center Point, nor must it be located within the Rate Center Area, but must be in the same LATA as the NPA-NXX.

EE. "Service Provider Number Portability" or "SPNP" means the technical ability to enable an end user customer to utilize its telephone number within its current LEC or CLC wire center serving area, in conjunction with a technically compatible Exchange Service provided by any duly authorized LEC or CLC, regardless of whether the customer's chosen LEC or CLC is the carrier which originally assigned the number to the customer.

FF. "Signal Transfer Point" or "STP" performs a packet switching function that routes signalling messages among Service Switching Points (SSPs), Service Control Points (SCPs), Signalling Points (SPs), and other STPs in order to set up calls and to query databases for advanced services.

GG. "Switched Access Service" means the offering of facilities for the purpose of the origination or termination of traffic to or from Exchange Services offered in a given area. Switched Access Services include: Feature Group A, Feature Group B, Feature Group D, 800 access, and 900 access. Switched Access does not include services offered over LISA and JANE facilities.

HH. "Wire Center" denotes a building or space within a building which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire center can also denote a building in which one or more central offices, used for the provision of Exchange Services and access services, are located. However, for purposes of EIS, Wire Center shall mean those points eligible for such connections as specified in the FCC Docket No. 91-141, and rules adopted pursuant thereto.

II. "Local Interconnection Service Arrangement" (LISA) provides for the termination of local exchange and IntraLATA telephone traffic from MFS' network to Pacific's network. While LISA connections are configured as one-way trunks for traffic transmission, they will be two-way trunks for testing purposes. LISA provides the transmission path, tandem switching and/or end office switching, and end user termination functions to complete telephone communications from MFS' customers to Pacific's

customers and customers of other LECs, CLCs, or wireless service providers that may be connected to Pacific's tandem switches in the LATA. LISA must be provided through separate trunk groups as specified herein. LISA does not provide connection to E911 or other services, except as specified herein. LISA is only provided where facilities and operating conditions permit, provided, each Party shall exercise reasonable steps to provide the facilities and services described herein.

JJ. "JANE" is the local interconnection service arrangement that provides for the termination of local exchange and IntraLATA telephone traffic from Pacific to MFS' network. While JANE connections are configured as one-way trunks for traffic transmission, they will be two-way trunks for testing purposes. JANE provides those functions necessary to complete telephone communications from Pacific's customers and customers of other LECs, CLCs, or wireless service providers that may be connected to Pacific's tandem switches in the LATA, to MFS' customers. It will be offered on the same general terms and conditions as described above in the definition of LISA.

III. NETWORK INTERCONNECTION-ARCHITECTURE

The Parties shall interconnect the trunk groups specified in Parts V., VI., and VII.(A)., as defined below:

A. In each LATA identified below, the correspondingly identified Pacific and MFS wire centers shall serve as the Initial LISA Interconnection Point ("ILIP") and Initial JANE Interconnection Point ("IJIP"), respectively, at which Pacific and MFS will interconnect their networks for interoperability within that LATA.

LATA	ILIP	IJIP
San Francisco LATA 722	SNFCCA21 611 Folsom St. San Francisco, Ca	SNFCCASK 525 Market St., 6th Flr San Francisco, Ca
San Diego LATA 732	SNDGCA02 650 Robinson Ave. San Diego, Ca	SNDACADJ 10065 Barnes Canyon Rd. San Diego, Ca
Los Angeles LATA 730	LSANCA04 Los Angeles, Ca	LSANCATH 1149 S. Broadway, 2nd fl Los Angeles, Ca

B. MFS shall interconnect to MPB circuits, LISA trunk circuits, and E9-1-1 circuits at the ILIP, pursuant to Sections V., VI., and VII.(A) of this Agreement, respectively, through a digital hand-off at the EIS arrangement MFS maintains at each ILIP wire center. MFS shall purchase an appropriate EISCC service in order to interconnect to those trunk groups. Alternatively, MFS may interconnect to those trunk groups at the ILIP by purchasing Pacific's Special Access and, if requested, multiplexing services.

C. Pacific shall interconnect to JANE trunk circuits at the IJIP pursuant to Section VI. of this Agreement. MFS shall provide sufficient space at or near the Minimum Point of Entry (MPOE) Pacific maintains in the IJIP wire center in order for Pacific to establish a JANE point of presence, from which Pacific may purchase cross-connection services for interconnection to the JANE trunk groups. MFS shall charge Pacific a monthly recurring charge of $100.00 per rack for the JANE point of presence at each IJIP. The JANE cross connection charges shall be equal to the facility level-equivalent EISCC charges Pacific applies to MFS for LISA connections. Alternatively, Pacific may interconnect to those trunk groups at the IJIP by purchasing MFS' Special Access and, if requested, multiplexing services.

D. In the event MFS determines to offer Exchange Services in any other LATA in which Pacific also offers Exchange Services, MFS shall provide written notice to Pacific of the need to establish arrangements pursuant to this Agreement in such LATA. Such notice shall include the date on which MFS requires activation of the arrangements in that LATA, and shall be provided not less than four (4) months in advance of that date. Unless expressly agreed otherwise by the Parties in advance, one Pacific and one MFS wire center will be designated as ILIP and IJIP, respectively, in each new LATA as follows:

1. The Pacific wire center within the LATA at which MFS maintains a collocation facility shall be designated as the ILIP for the LATA. In the event MFS maintains collocation facilities at more than one Pacific wire center in the LATA at the time MFS' notice is delivered to Pacific, the co-located Pacific wire center which at that time

handles the greatest amount of switched access traffic shall be designated as the ILIP for the LATA. MFS shall interconnect to Pacific at the ILIP in the manner described in sub-paragraph B above.

2. The MFS wire center within the LATA which is selected by Pacific shall be designated as the IJIP for the LATA. Where practical, the MFS wire center which MFS has designated as its initial Routing Point for NXX codes in that LATA shall serve as the IJIP for the LATA. Pacific's interconnection at the IJIP shall be in the manner described in sub-paragraph C above.

MFS' notice to Pacific shall identify the Pacific wire center it expects to employ as ILIP pursuant to the above. Likewise, such notice shall also identify the MFS wire center which MFS has designated as its initial Routing Point for NXX codes in the LATA. Within 10 business days of receiving MFS' notice, Pacific shall provide a written notice back to MFS confirming the ILIP and IJIP or stating reasons why the ILIP may not be appropriate and proposing an alternative.

IV. NUMBER RESOURCE ARRANGEMENTS

A. Nothing in this Agreement shall be construed to in any manner limit or otherwise adversely impact either Party's right to request and be assigned any NANP number resources including, but not limited to, central office (NXX) codes pursuant to the Central Office Code Assignment Guidelines (last published by the Industry Numbering Committee ("INC") as INC 95-0407-008, Revision 4/7/95, formerly ICCF 93-0729-010).

B. For the term of this Agreement, MFS shall adopt the Rate Center areas and Rate Center points that the Commission has approved for Pacific whenever MFS offers Exchange Services in an area in which Pacific is the incumbent LEC, and shall assign whole NPA-NXX codes to each Rate Center.

C. MFS will also designate a Routing Point for each assigned NXX code. MFS may designate one location within each Rate Center as the Routing Point for the NPA-NXXs associated with that Rate Center; alternatively, MFS may designate a single location within one Rate Center to serve as the Routing Point for all the NPA-NXXs associated with that Rate Center and with one or more other Rate Centers served by MFS within the same LATA.

D. To the extent Pacific serves as Central Office Code Administrator for a given region, Pacific will support all MFS requests related to central office (NXX) code administration and assignments in the manner required and consistent with the Central Office Code Assignment Guidelines.

E. The Parties will comply with code administration requirements as prescribed by the Federal Communications Commission, the Commission, and accepted industry guidelines.

F. It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the Local Exchange Routing Guide (LERG) guidelines to recognize and route traffic to the other

Party's assigned NXX codes at all times. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities.

G. Each Party shall be responsible for notifying its customers of any changes in dialing arrangements due to NPA exhaust.

V. MEET-POINT BILLING ARRANGEMENTS

A. Description

1. Meet-point billing ("MPB") arrangements shall be established between the Parties to enable MFS to provide, at its option, Switched Access Services to third parties via a Pacific access tandem switch, in accordance with the Meet-Point Billing guidelines adopted by and contained in the Ordering and Billing Forum's MECAB and MECOD documents, except as modified herein. In the case of Switched Access Services provided through Pacific's Access Tandem, Pacific will not offer blocking capability for interexchange carrier traffic delivered to Pacific's tandem for completion on MFS' network. Pacific and MFS understand and agree that MPB arrangements are available and functional only to/from interexchange carriers who directly connect with the tandem(s) that MFS sub-tends in each LATA. In no event will Pacific be required to route such traffic through more than one tandem for connection to/from an interexchange carrier. Pacific shall have no responsibility to ensure that any Interexchange Carrier will accept traffic MFS directs to the Interexchange Carrier.

2. Except in instances of capacity limitations, Pacific shall permit and enable MFS to sub-tend the Pacific access tandem switch(es) nearest to the MFS Routing Point(s) associated with the NPA-NXX(s) to/from which the Switched Access Services are homed. In instances of capacity limitation at a given access tandem switch, MFS shall be allowed to sub-tend the next-nearest Pacific access tandem switch in which sufficient capacity is available.

3. Interconnection for the MPB arrangement shall occur at the ILIP, consistent with the terms and conditions herein. Switched Access EISCC charges shall apply to the MPB connection where such connection is made through EIS

4. Common channel signalling ("CCS") shall be utilized in conjunction with meet-point billing arrangements to the extent such signalling is resident in the Pacific access tandem switch.

5. MFS and Pacific will use their best reasonable efforts, individually and collectively, to maintain provisions in their respective federal and state access tariffs, and/or provisions within the National Exchange Carrier Association ("NECA") Tariff No. 4, or any successor tariff, sufficient to reflect this meet-point billing arrangement, including meet-point billing percentages.

6. As detailed in the MECAB document, MFS and Pacific will in a timely fashion exchange all information necessary to accurately, reliably and promptly bill third parties for Switched Access Services traffic jointly handled by MFS and Pacific via the meet point

arrangement. Information shall be exchanged in Electronic Message Record ("EMR") format on magnetic tape or via a mutually acceptable electronic file transfer protocol.

7. MFS and Pacific shall employ the calendar month billing period for meet-point billing, and shall provide each other, at no charge and once a month (unless otherwise mutually agreed between the Parties), the switched access detailed usage data. Pacific will provide MFS with the switched access detailed usage data within 10 days of the end of the calendar month billing period. MFS will provide to Pacific the switched access summary usage data within 45 days of receipt from Pacific of the switched access detailed usage data.

8. MPB will not apply for calls redirected from Pacific's switched access to Pacific's DNCF service over JANE trunks to MFS. Instead, Pacific shall retain all of the switched access charges associated with this traffic and MFS shall receive Reciprocal Compensation as provided in Section VI. below.

B. Compensation

1. Billing to 3rd-parties (including any future interexchange entities operated by Pacific or its affiliates) for the Switched Access Services jointly provided by MFS and Pacific via the meet-point billing arrangement shall be according to the multiple-bill/multiple-tariff method. However, upon mutual agreement, Pacific will also bill jointly provided switched access services through a single

bill/multiple tariff arrangement. Switched Access charges to 3rd-parties shall be calculated utilizing the rates specified in MFS' and Pacific's respective federal and state access tariffs, in conjunction with the appropriate meet-point billing percentages specified for each meet-point arrangement either in those tariffs, in the NECA No. 4 tariff, or any functional successor to the NECA No. 4 tariff.

2. MPB will apply to all traffic bearing the 800, 888, or any other non-geographic NPA which may be likewise designated for such traffic in the future, where the responsible party is an IXC. In those situations where the responsible party for such traffic is a LEC or CLC, full switched access rates will be charged to the responsible LEC or CLC.

VI. RECIPROCAL TRAFFIC EXCHANGE ARRANGEMENT

A. Description

The Parties shall reciprocally terminate local exchange traffic and intraLATA toll calls originating on each others' networks, as follows:

1. The Parties shall make available to each other the following trunk connections for the reciprocal exchange of local exchange traffic and intraLATA toll traffic:

   a. Pacific shall make available to MFS at the ILIP, trunk connections over which MFS may terminate local exchange

traffic and intraLATA toll traffic. These trunk connections shall be designated as "LISA trunks".

b. MFS shall make available to Pacific at the IJIP, trunk connections over which Pacific may terminate local exchange traffic and intraLATA toll traffic. These trunk connections shall be designated as "JANE trunks".

2. Initial LISA trunks will be configured into a single consolidated trunk group over which MFS may terminate local exchange traffic and intraLATA toll on a LATA-wide basis (including local exchange traffic and intraLATA toll traffic to other LECs, CLCs, or wireless service providers which sub-tend Pacific's access tandems). The initial LISA facility connection will be made at the DS-3 level, with additional trunk capacity added in DS-1 or multiple DS-1 increments. Pursuant to the Joint Interconnection Grooming Plan prescribed in point 4, below, appropriate numbers of LISA trunks shall be separated into segregated LISA trunk groups. Further, pursuant to the Joint Interconnection Grooming Plan, each segregated LISA trunk group shall be configured as a direct trunk group connection from a specific end office or tandem switch in MFS' network, to a specific end office or tandem switch in Pacific's network. When segregated trunk groups are established under the Joint Grooming Plan, then pursuant to MFS' sole preference, Pacific will make available, and MFS will interconnect to each subsequently segregated LISA trunk group at: (1) the ILIP; (2) the wire center housing the Pacific switch to which the segregated LISA trunk group is terminated; or (3) any Pacific wire

center which is designated as a serving wire center for access purposes, where the distance between such wire center and the wire center housing the Pacific switch to which the segregated LISA trunk group is terminated, is no greater than the distance between the ILIP and the wire center housing the Pacific switch to which the segregated LISA trunk group is terminated. Where MFS interconnects to LISA trunk groups at points other than the ILIP, interconnection shall occur under the same terms as specified for interconnection at the ILIP in Section III.B of this Agreement.

3. Initial JANE trunks will be configured into a single consolidated trunk group over which Pacific may terminate local exchange traffic and intraLATA toll on a LATA-wide basis to MFS (including local exchange traffic and intraLATA toll traffic originated by other LECs, CLCs, or wireless service providers). The initial JANE facility connection will be made at the DS-3 level, with additional trunk capacity added in DS-1 or multiple DS-1 increments. Pursuant to the Joint Interconnection Grooming Plan described in point 4, below, appropriate numbers of JANE trunks shall be separated into segregated JANE trunk groups. Further, pursuant to the Joint Interconnection Grooming Plan, each segregated JANE trunk group shall be configured as a direct trunk group connection from a specific end office or tandem switch in Pacific's network, to a specific end office or tandem switch in MFS' network. When segregated trunk groups are established under the Joint Grooming Plan, then pursuant to Pacific's sole preference, MFS will make available, and Pacific will interconnect to each subsequently segregated JANE trunk group at: (1) the IJIP; (2) the wire center

housing the MFS switch to which the segregated JANE trunk group is terminated; or (3) any MFS wire center which is designated as a serving wire center for access purposes, where the distance between such wire center and the wire center housing the MFS switch to which the segregated JANE trunk group is terminated, is no greater than the distance between the IJIP and the wire center housing the MFS switch to which the segregated JANE trunk group is terminated. Where Pacific interconnects to JANE trunk groups at points other than the IJIP, interconnection shall occur under the same terms as specified for interconnection at the IJIP in Section III.C of this agreement.

4. The Parties will jointly develop and agree on a Joint Interconnection Grooming Plan prescribing standards to ensure that traffic exchanged over the LISA and JANE trunk groups experiences a consistent P.01 or better grade of service, and other appropriate, relevant industry-accepted quality, reliability and availability standards. Such plan shall also include mutually-agreed upon standards for the configuration of segregated LISA trunk groups and segregated JANE trunk groups. In addition, the plan shall also include standards and procedures for notification of trunk disconnections and discoveries of trunk disconnections; neither Party shall be expected to maintain active status for a trunk disconnected by the other Party for an extended or indefinite period of time. The Parties will use their best collective good faith efforts to complete and agree on such plan within 90 days following execution of this agreement.

5. The Parties will provide Common Channel Signalling (CCS) to one another, where and as available, in conjunction with all LISA and JANE trunk groups. The Parties will cooperate in the exchange of Transaction Capabilities Application Part (TCAP) messages to facilitate full inter-operability of CCS-based features between their respective networks, including all CLASS features and functions, to the extent each carrier offers such features and functions to its own end users. All CCS signalling parameters will be provided including calling party number (CPN), originating line information (OLI) calling party category, charge number, etc. All privacy indicators will be honored. Where available, network signalling information such as Carrier Identification Parameter (CCS platform) and CIC/OZZ information (non-CCS environment) will be provided wherever such information is needed for call routing or billing. The Parties will follow all Ordering and Billing Forum adopted standards pertaining to CIC/OZZ codes. Where CCS is not available, in-band multi-frequency (MF) wink start signalling will be provided; this MF arrangement will require a separate LISA trunk group between MFS' switch and Pacific's access tandem. After March 1, 1996, the Parties shall establish segregated LISA and JANE trunk groups as needed to allow for ISDN interoperability utilizing the B8ZS ESF protocol for 64 kbps clear channel transmission.

6. The Parties shall establish CCS interconnections STP-to-STP in each LATA where MFS provides service. Such interconnections shall be made at the ILIP and/or other points, as necessary and as jointly agreed to by the parties.